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Basic Life Insurance Plan

Summary Plan Description (SPD)

Effective January 1, 2014

This document describes the Basic Life Insurance Plan as of January 1, 2014, that Chevron sponsors for eligible employees. This information constitutes the summary plan description (SPD) of the Basic Life Insurance Plan as required by the Employee Retirement Income Security Act of 1974 (ERISA). These descriptions don't cover every provision of the plan. Many complex concepts have been simplified or omitted in order to present more understandable plan descriptions. If these plan descriptions are incomplete, or if there's any inconsistency between the information provided here and the official plan texts, the provisions of the official plan texts will prevail to the extent permitted by law. In addition, the benefits provided by the Basic Life Insurance Plan are insured and are governed by the insurance contract. If there is any inconsistency between the information provided here and insurance contract, the insurance contract will prevail.

Chevron Corporation reserves the right to change or terminate a plan at any time and for any reason. A change also can be made to premiums and future eligibility for coverage and can apply to those who retired in the past, as well as to those who retire in the future. Once approved, plan changes are incorporated into the plan texts, SPDs and vendor administration at the effective date

To find general benefit summaries and information about other plans that Chevron offers, visit the U.S. Benefits website at hr2.chevron.com.

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Key Benefit Contacts

Human Resources (HR) Service Center

If you have questions regarding your plan options, eligibility and enrollment, please call the HR Service Center.

- 1-888-825-5247 (inside the U.S.)
- 610-669-8595 (outside the U.S.)

U.S. Benefits HR2 Website on the Internet

You can access the HR2 website on the Internet, from home or at work. You can access summary plan descriptions, other benefit information and links to other key benefit websites, such as Benefits Connection.

- hr2.chevron.com

U.S. HR Website on the Chevron Intranet

You can access the U.S. HR website only from the Chevron intranet. You can access HR information in addition to information about your benefits, such as summary plan descriptions and links to other key benefit websites, such as Benefits Connection and Vanguard.

- hr.chevron.com/northamerica/us/

MetLife

Basic Life Insurance Plan

- 1-800-638-6420
- 5 a.m. to 5 p.m. Pacific time, Monday through Friday

Description of the Plan

Overview

- Basic Life Insurance Plan coverage starts automatically on your first day of work as an eligible employee. Chevron currently pays for your coverage.
- You can name anyone as your beneficiary by completing your beneficiary designation online through the Benefits Connection website at www.benefitsweb.com/chevron.html. After logging on to the website, choose the Personal Information link, then Beneficiaries.

You also can complete a *Designation of Beneficiary for Benefit Plans (F-41)* form, available on the Benefits Connection website. In addition, you can get a copy of the form by contacting the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

You can name more than one person as your beneficiary, but they will share the life insurance benefit.

Unless you have assigned your coverage, you can change your beneficiary designation anytime you want. For more information about assigning life insurance coverage, see *Assigning Life Insurance Coverage (Basic Life Insurance and Supplemental Life Insurance)* under *Naming a Beneficiary* in this section.

You can name a beneficiary only by submitting a properly executed plan form, either online or via paper form (for example, you cannot use a will to designate a beneficiary). Your beneficiary designation form is not effective unless it is properly and fully completed prior to your death, and, if completed using a paper form it must be received by the HR Service Center prior to your death.

- The beneficiary you name receives a lump-sum benefit equal to two times your annualized regular pay if you die for any reason while you're covered under the plan. If you name more than one beneficiary, they will share the benefit as directed in your beneficiary designation.
- If you're terminally ill, you can request an accelerated benefit option equal to 80 percent of your coverage amount — but not to exceed a maximum of \$500,000 — while you're still living (see *Accelerated Benefit Option* in this section).

Eligibility

This section provides information about benefit plan eligibility rules for you and your dependents.

Except as described below, you're generally eligible for this plan if you're considered by Chevron to be a common-law employee of Chevron Corporation or one of its subsidiaries that it has designated to participate in the Omnibus Health Care Plan and you meet all of the following qualifications:

- You're paid on the U.S. payroll of Chevron Corporation or a participating company.
- You're assigned to a regular work schedule (unless you're on a family leave, disability leave, short union business leave, furlough leave, military service leave or leave with pay) of at least 40 hours a week, or at least 20 hours a week if such schedule is an approved part-time work schedule under the Corporation's part-time employment guidelines.
- If you're a casual employee, you've worked (or are expected to work) a regular work schedule for more than four consecutive months.
- If you're designated by Chevron as a seasonal employee, you're not on a leave of absence.
- You're in a class of employees designated by Chevron as eligible for participation in the plan.

However, you're still not eligible if any of the following applies to you:

- You're not on the Chevron U.S. payroll, or you're compensated for services to Chevron by an entity other than Chevron — even if, at any time and for any reason, you're deemed to be a Chevron employee.
- You're a leased employee or would be a leased employee if you had provided services to Chevron for a longer period of time.
- You enter into a written agreement that provides that you won't be eligible.
- You're not regarded by Chevron as its common-law employee and for that reason it doesn't withhold employment taxes with respect to you — even if you are later determined to have been Chevron's common-law employee.
- You're a member of a collective bargaining unit (unless eligibility to participate has been negotiated with Chevron).
- You're eligible to receive benefits from the Chevron International Healthcare Assistance Plan (IHAP).
- You're a professional intern.

You may become eligible for different benefits at different times. Participation and coverage do not always begin when eligibility begins. Chevron Corporation, in its sole discretion, determines your status as an eligible employee and whether you're eligible for the plan. Subject to the plan's administrative review procedures, Chevron Corporation's determination is conclusive and binding.

If you have questions about your eligibility for this plan, you should contact:

Chevron Human Resources Service Center
P.O. Box 199708
Dallas, TX 75219-9708
1-888-825-5247 (610-669-8595 outside the U.S.)

Participation

When and How You Can Enroll

As soon as you become an eligible employee, you automatically become covered under the Basic Life Insurance Plan.

When Participation Begins

Participation in the Basic Life Insurance Plan begins on your first day of work, provided you are eligible.

When Participation Ends

You can convert your coverage to an individual policy at an individual rate when your employment ends (see Converting Coverage below).

If you die within 31 days after coverage ends, the plan pays benefits equal to the coverage amount in effect immediately before coverage ended (provided coverage has not already been converted).

Converting Coverage

When your Basic Life Insurance Plan coverage ends or is reduced, you can convert all or part of your coverage to an individual whole life policy issued by the claims administrator. Coverage must be converted within 31 days after it ends or is reduced. You don't have to provide proof of good health to convert coverage.

For information about converting your coverage, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.). The claims administrator determines the cost of this coverage, and you must pay the first month of coverage in advance. If you die within 31 days after your coverage ends or is reduced, your beneficiary receives the same benefit that would have been paid if you had died before your coverage ended or was reduced (provided you hadn't already converted it to an individual policy).

How Much You Pay for Coverage

Basic Life Insurance Plan coverage is currently provided at no cost to you.

Naming a Beneficiary

Your beneficiary is the person or persons you name to receive any Basic Life Insurance Plan benefits payable if you die.

You can designate the same individual or a different individual as your beneficiary for each of the life and accident insurance plans.

If you name more than one beneficiary, be sure to designate what percentage of the entire benefit should be paid to each. The total must equal 100 percent. You also need to indicate the beneficiaries' relationship to you.

To name your beneficiary, complete your beneficiary designation online through the Benefits Connection website at hr2.chevron.com. After logging on to the website, choose the **Personal Information** link, then **Beneficiaries**.

You also can complete a *Designation of Beneficiary for Benefit Plans (F-41)* form, sign it and send it to the HR Service Center. To request a form, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.). The form also is available on the Benefits Connection website at hr2.chevron.com.

You can name more than one person as your beneficiary, but they will share the life insurance benefit.

Unless you have assigned your coverage, you can change your beneficiary designation anytime you want. For more information about assigning life insurance coverage, see *Assigning Life Insurance Coverage* in this section.

You can name a beneficiary only by submitting a properly executed plan form, either online or via paper form (for example, you cannot use a will to designate a beneficiary). Your beneficiary designation form is not effective unless it is properly and fully completed prior to your death, and, if completed using a paper form, it must be received by the HR Service Center prior to your death.

Changing Your Beneficiary

Because family situations can change, you may want to review your beneficiary designations from time to time. Unless you have assigned your coverage, you can change your beneficiary at any time online via the Benefits Connection website or by submitting a new *Designation of Beneficiary for Benefit Plans (F-41)* form. (See above for information about how to name a beneficiary.)

For more information about assigning life insurance coverage, see below.

If You Don't Name a Beneficiary

If you don't designate a beneficiary, or if your beneficiary dies before you, the plans pay benefits according to the standard succession of beneficiaries as follows:

- Your spouse/domestic partner or if none,
- Your surviving natural and legally adopted children in equal shares or if none,
- Your mother and father in equal shares or if none,
- Your sisters and brothers in equal shares or if none,
- Your estate.

Benefits will only be paid to children who are born before your death.

Assigning Life Insurance Coverage

You can make a gift of your life insurance coverage to one or more people — or to an organization, such as a bank or law firm, that serves as a trustee. If you do, the person or organization who receives the gift — the *assignee* — becomes the owner of your coverage. As owner, the person or organization has the right to change the beneficiary designation and to convert all or part of the coverage if your coverage ends or is reduced. Remember, however, that assigning the coverage means that the ownership of the coverage changes. It does not in and of itself make the assignee of the coverage the beneficiary.

The assignment of your coverage is irrevocable, unless the assignee assigns it back to you. You can't regain control of the coverage without your assignee's agreement, and you can't request an accelerated benefit option. This raises many important personal and legal issues and it has tax implications.

If you're considering assigning your coverage, you should first consult with your attorney.

To assign your coverage, to learn more information or to request the forms you need to complete, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.).

Imputed Income

Under current tax laws, you're required to pay income taxes on the *value* of your company-provided basic life insurance coverage over \$50,000. The value is determined by your age and a schedule established by the Internal Revenue Service (IRS). This tax liability is called *imputed income*. It's added to your gross wages and is included on your *Form W-2* at the end of the calendar year.

If you receive benefits from the Long-Term Disability Plan, you may be eligible to exclude imputed income from your taxable income.

How Much the Plan Pays

The Basic Life Insurance Plan generally pays benefits equal to two times your annualized regular pay at the time of your death. This coverage amount is adjusted automatically as your base pay changes. If your base pay changes on the first of the month, then the coverage amount will also be adjusted on the first of the month. Otherwise, an adjustment will be made the first of the month following the change to your base pay.

If you're terminally ill, you can request an accelerated benefit option. For more information, see Accelerated Benefit Option in this section.

Plan benefits may be reduced in special circumstances. For more information, see Special Circumstances That Could Affect Your Benefits in this section.

When Benefits Are Paid

Plan benefits are paid to your beneficiary in the event of your death from any cause. To receive benefits, your beneficiary must file a claim form and provide proof of your death. For more information about filing a claim, see How to File a Claim for Benefits in this section.

The plan's accelerated benefit option makes it possible for you to receive benefits before you die, provided your doctor certifies that you're terminally ill and unlikely to live another year. For more information, see Accelerated Benefit Option in this section.

How Benefits Are Paid

Plan benefits are paid in a single lump sum to your beneficiary in the case of your death, or to you in the case of an accelerated benefit option (see Accelerated Benefit Option in this section). The plan also can make installment payments or a combination of installments and a lump sum.

If you don't designate a beneficiary, or if your beneficiary isn't living when benefits are paid, benefits are paid based on a standard succession of beneficiaries. For more information about beneficiaries, see Naming a Beneficiary in this section.

To receive benefits, a claim must be filed (see How to File a Claim for Benefits in this section).

Accelerated Benefit Option

You can request accelerated payment of Basic Life Insurance Plan benefits if both of the following apply:

- Your doctor determines that you're terminally ill and expects you'll die within 12 months or in accordance with applicable state law requirements (contact MetLife for more information).
- Your Basic Life Insurance Plan coverage equals \$10,000 or more.

If your request is approved, you will receive a lump-sum benefit equal to 80 percent of the coverage amount, but not to exceed a maximum benefit of \$500,000. Your beneficiary receives the remaining coverage amount when you die.

The accelerated benefit option isn't available if any of the following applies:

- You assign coverage to another person or to an organization.
- Your divorce is finalized and there is a Qualified Domestic Relations Order or divorce agreement that affects your Basic Life Insurance Plan benefits.
- You've already received an accelerated benefit option from this plan.
- Your terminal condition is the result of an attempted suicide or an intentionally self-inflicted injury.

Claims and Appeals

You or your beneficiary should contact the HR Service Center to file a claim for life insurance plan benefits. You also should contact the HR Service Center if you want to request an accelerated benefit option. If your dispute concerns eligibility to participate in the plan, you must follow the procedures described in the How to File a Claim for Eligibility section of this summary plan description.

Claiming Benefits

When notified of your death or a covered dependent's death, the HR Service Center Customer Service Representative will ask for the following information:

- Your name and Social Security number.
- The date of your death.
- The caller, the caller's name, address, telephone number and relationship to you.
- If you die and you're married, your spouse's name, address, Social Security number and birth date.

The HR Service Center will send a package of information and forms to you or your beneficiary. Once the forms are completed and returned to the HR Service Center, they're sent to the claims administrator for payment.

Under normal circumstances, the claims administrator sends you or your beneficiary written notice of its decision on the claim within 90 days after receiving the completed claim form. Sometimes, more time is needed due to special circumstances. If this is the case, the determination period can be extended for up to an additional 90 days. You or your beneficiary must be notified of the reason for the delay before the original 90-day period expires. You or your beneficiary also must be given a date as to when the claims administrator expects to make a decision.

Requesting an Accelerated Benefit Option

When you contact the HR Service Center, a Customer Service Representative verifies your coverage. The HR Service Center determines if you are eligible for this benefit, and the amount for which you are eligible. If benefits are available, the HR Service Center then sends you a package of information, including forms that you and your doctor must complete. Your doctor must certify that you are expected to die within 12 months. The plans don't cover the cost of your doctor's visit.

Appeals Procedures

If you or your beneficiary receives notice that a claim is denied (in whole or in part), the notice includes all of the following information:

- The reason(s) upon which the denial is based.
- The specific plan provision(s) upon which the denial is based.
- The additional material or information that's needed to complete your claim and why such information is necessary.
- The plan's appeals procedures and the time limits that apply to them, including a statement of your right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) following an adverse determination on appeal.

The claims administrator doesn't have the authority to change the plans' provisions or to grant exceptions to plan rules.

If a claim for benefits is denied (in whole or in part), you or your beneficiary can appeal the denial in writing within 60 days after receipt of the claims administrator's written notice that your claim is denied.

The claims administrator may require you or your beneficiary to submit (at your expense) additional information, documents, doctors' statements or other material necessary for the review.

To appeal the denial, send written correspondence to:

MetLife
Group Life Claims
P.O. Box 6100
Scranton, PA 18505

Overnight address is:
123 Wyoming Avenue
Scranton, PA 18503

1-800-638-6420
5 a.m. to 5 p.m. Pacific time, Monday through Friday

In addition, claims can also be faxed to MetLife (570)558 8645.

As part of the appeals procedures, you or your beneficiary can:

- Submit written comments, documents, records and other information relevant to the claim.
- Upon request and free of charge, receive reasonable access to, and copies of, all documents, records and other information (other than legally or medically privileged documents) relevant to your claim.

The claims administrator reviews the claim and takes into account all relevant comments, documents, records and other information (without regard to whether such information was submitted or considered in the initial benefit determination).

The claims administrator provides you with a written response to the appeal and does one of the following:

- Reverses the earlier decision and pays the part of the claim that was initially denied.
- Confirms the denial.

The claims administrator reviews and decides the appeal within 60 days after you or your beneficiary files the written appeal request. If, because of special circumstances, the claims administrator can't reach a decision within 60 days, the review period can be extended for up to an additional 60 days. You or your beneficiary must receive notice of the reason for the delay before the original 60-day period expires. You or your beneficiary also must receive a date as to when the claims administrator expects to make a decision. Once a decision on the appeal is reached, you or your beneficiary is notified in writing.

If the appeal is denied, the notice states the reasons for the denial and includes references to the specific plan provisions upon which the denial is based. It also includes a statement of your or your beneficiary's right to bring a civil action under section 502(a) of ERISA. For details, see Filing a Lawsuit, in the Your ERISA Rights section.

The notice states that you're entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information (other than legally or privileged documents) relevant to your claim for benefits.

How to File a Claim for Eligibility

If you have a question regarding your eligibility to participate in the Basic Life Insurance Plan, contact the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.). If you are not satisfied with the outcome, you can file a claim by following the procedures described below. If you have been denied participation in the Basic Life Insurance Plan, you can file a written claim with the plan administrator. Include the grounds on which your claim is based and any documents, records, written comments or other information you feel will support the claim. Address your written correspondence to:

Chevron Corporation
Basic Life Insurance Plan Administrator
P.O. Box 199708
Dallas, TX 75219-9708

If you file a claim for participation in the Basic Life Insurance Plan, the plan administrator will send you a decision on the claim within 90 days after the claim is received. However, if there are special circumstances that require additional time, the plan administrator will advise you that additional time is needed and then will send you a decision within 180 days after the claim is received.

If the claim for participation in the Basic Life Insurance Plan is denied (in whole or in part), the plan administrator will send you a written explanation that includes:

- Specific reasons for the denial, as well as the specific Basic Life Insurance Plan provisions or Chevron policy on which the denial is based.
- A description of any additional information that could help you complete the claim, and reasons why the information is needed.
- Information about how you can appeal the denial of the claim.
- A statement explaining your right to file a civil lawsuit under section 502(a) of ERISA if your appeal is denied.

Appeals Procedures

For Denied Claims Regarding Eligibility to Participate in the Basic Life Insurance Plan

If your claim for participation in the Basic Life Insurance Plan is denied, in whole or in part, and you want to appeal the denial, you must file an appeal within 90 days after you receive written notice of the denial of your claim.

The appeal must be in writing, must describe all of the grounds on which it is based and should include any documents, records, written comments or other information you feel will support the appeal. Before submitting the appeal, you can review and receive, at no charge, copies of Basic Life Insurance Plan documents, records and other information relevant to your claim for participation in the Basic Life Insurance Plan.

The Review Panel will provide you with a written response to the appeal and will either reverse the earlier decision and permit participation in the Basic Life Insurance Plan, or it will deny the appeal. If the appeal is denied, the written response will contain:

- The specific reasons for the denial.
- The specific Basic Life Insurance Plan provisions or Chevron policy on which the denial is based.
- Information explaining your right to review and receive, at no charge, copies of Basic Life Insurance Plan documents, records and other information relevant to your claim for participation in the Basic Life Insurance Plan.
- A statement explaining your right to file a civil lawsuit under section 502(a) of ERISA.

The Review Panel doesn't have the authority to change Basic Life Insurance Plan provisions or Chevron policy or to grant exceptions to the Basic Life Insurance Plan rules or Chevron policy.

For appeals regarding participation in the Basic Life Insurance Plan, address your written correspondence to:

Review Panel
Chevron Corporation Basic Life Insurance Plan
P.O. Box 6075
San Ramon, CA 94583-0775

The Review Panel may require you to submit (at your expense) additional information, documents or other material that it believes is necessary for the review.

You will be notified of the final determination of the appeal within 60 days after the date it's received, unless there are special circumstances that require additional time. You will be advised if more time is needed, and you'll then receive the final determination within 120 days after the appeal is received. If you do not receive a written decision within 60 or 120 days (whichever applies), you can take legal action.

Special Circumstances That Could Affect Your Benefits

There are some situations that could affect your plan benefits. For instance:

- Your coverage may be reduced if you're covered by a foreign compulsory plan or if you're covered under the old Signal Oil Division's group-paid permanent life policy.
- If you're not an eligible employee on the date your coverage would normally begin, coverage will start when you again qualify as an eligible employee.
- You must be actively at work on the effective date of coverage.
- The benefit paid to you or your beneficiary could be reduced if a law or court order requires the plan to pay part of the benefit to someone else.
- If you assign your coverage to a person or an organization, your assignee owns the coverage and has all of your former rights to the coverage, including the right to name a beneficiary. Also, you can't request an accelerated benefit option once you've assigned your coverage.

Other Plan Information

- Administrative Information
 - Your ERISA Rights
-

Administrative Information

This section provides important legal and administrative information you may need regarding the benefits described in this book that are governed by the Employee Retirement Income Security Act of 1974 (ERISA).

Employer Identification Number (EIN)

The employer identification number is 94-0890210.

Plan Sponsor and Plan Administrator

Chevron Corporation is the plan sponsor and administrator and can be reached at the following address:

Chevron Corporation
P.O. Box 6075
San Ramon, CA 94583-0767
1-888-825-5247 (610-669-8595 outside the U.S.)

Basic Life Insurance Plan
<p>Plan number: 525</p> <p>Claims Administrator/Insurer: Claims: MetLife Group Life Claims P.O. Box 6100 Scranton, PA 18505-6100 Statement of Health Unit P.O. Box 14069 Lexington, KY 40512-4069</p> <p>Type of Administration: Insured</p> <p>Funding/Source of Contributions: Employer paid</p> <p>Type of Plan: Life Insurance</p>

Agent for Service of Legal Process

Any legal process related to the plans should be served on:

Service of Process
Chevron Corporation
6001 Bollinger Canyon Road
Building T (T-3371)
San Ramon, CA 94583

For the life and accident insurance plans legal process also can be served on the plan administrator.

Administrative Power and Responsibilities

Chevron Corporation has the discretionary authority to control and manage the operation and administration of the plan. Chevron Corporation shall have the full, exclusive and discretionary authority to prescribe such forms; make such rules, regulations, interpretations and computations; construe the terms of the plan; determine all issues relating to coverage and eligibility for benefits; and take such other action to administer the plan as it may deem appropriate in its sole discretion. Chevron Corporation's rules, regulations, interpretations, computations and actions shall be final and binding on all persons. Such discretionary authority can also be exercised by a delegate.

Plan Amendments and Changes

Chevron Corporation reserves the right to change or terminate a plan at any time and for any reason. A change also can be made to premiums and future eligibility for coverage and can apply to those who retired in the past, as well as to those who retire in the future. Once approved, plan changes are incorporated into the plan texts, SPDs and vendor administration at the effective date.

Participating Companies

A complete list of the participating companies (designated by Chevron Corporation) whose employees are covered by each of Chevron's benefit plans can be obtained by writing to the plan administrator.

Collective Bargaining Agreements

If a union represents you, you're eligible for the Basic Life Insurance Plan, provided both of the following apply:

- Your collective bargaining agreement allows for your participation.
- You meet the plans' eligibility requirements.

Generally, Chevron's collective bargaining agreements don't mention specific plans or benefits. They merely provide that Chevron will extend to its employees who are members of the collective bargaining unit, the employee benefit programs that it generally makes available.

In some cases, however, a collective bargaining agreement contains more restrictive rules regarding participation or benefits than the rules described here. In such cases, the provisions of the collective bargaining agreement will prevail. For example, represented employees in a particular location might be able to enroll only in particular HMOs sponsored by the union. A copy of any relevant collective bargaining agreement can be obtained by participants upon written request to their union representative.

All documents for this plan are available for examination by participants who follow the procedures outlined under Your ERISA Rights.

Recovery of Overpayments

An “overpayment” is any payment made in excess of the amount properly payable under the plan. Upon any overpayment, the plan shall have a first right of reimbursement and restitution with an equitable lien by contract in such amount.

Furthermore, the holder of such overpayment shall hold it as the plan’s constructive trustee.

If you and/or your covered dependent has cause to reasonably believe that an overpayment may have been made, you and/or your covered dependent must promptly notify the claims administrator of the relevant facts. If the claims administrator determines that an overpayment was made to you (or any other person), it will notify you in writing and you shall promptly pay (or cause another person to pay) the amount of such overpayment to the claims administrator.

If the claims administrator has made a written demand for the repayment of an overpayment and you (or another person) have not repaid (or caused to be repaid) the overpayment within 30 days following the date on which the demand was mailed, then any amounts subsequently payable as benefits under the plan with respect to you and/or your covered dependent may be reduced by the amount of the outstanding overpayment, or the claims administrator may recover such overpayment by any other appropriate method that the claims administrator (or the Corporation) shall determine.

Plan Year

The plan year for the Basic Life Insurance Plan begins on January 1 and ends on December 31 of each year.

No Right to Employment

Nothing in your benefit plans gives you a right to remain in employment or affects Chevron’s right to terminate your employment at any time and for any reason (which right is hereby reserved).

Future of the Plans

Chevron Corporation has the right to change or terminate a plan, including this Plan, at any time and for any reason. Certain rules apply as to what happens when a plan is changed, terminated or merged. Claims incurred under this plan before the date the plan is changed or terminated won’t be affected. Claims incurred after the date the plan is changed or terminated won’t be covered.

Your ERISA Rights

The Employee Retirement Income Security Act of 1974 (ERISA) protects your benefit rights as an employee. It doesn't require Chevron Corporation to provide a benefit plan; however, it does provide you with certain legal protections under the ERISA plans that Chevron Corporation does provide. This section summarizes these rights. In addition, you should be aware that Chevron Corporation reserves the right to change or terminate the plans at any time. Chevron Corporation will make every effort to communicate any changes to you in a timely manner.

As a participant in the Plan you're entitled to certain rights and protections under ERISA.

Receive Information About Your Plan and Benefits

You have the right to:

- Examine (without charge) at the plan administrator's office and at other specified locations, such as work sites, all Plan documents. These may include insurance contracts, collective bargaining agreements, official Plan texts, trust agreements and copies of all documents, such as the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
- Obtain (by writing to the plan administrator) copies of all documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, copies of the latest Form 5500 annual report, and an updated SPD. The plan administrator can make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon certain people who are responsible for the operation of Chevron Corporation's plans. These people are called "fiduciaries" and have a duty to exercise fiduciary functions prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union or any other person, can fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your ERISA rights.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain (without charge) copies of documents related to the decision, and to appeal any denial — all within certain time schedules.

Under ERISA, there are steps you can take to enforce your ERISA rights. For instance:

- If you request a copy of the plan documents or the plan's latest annual report and do not receive them within 30 days, you can file suit in a federal court. In such a case, the court can require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials — unless the materials were not sent because of reasons beyond the control of the plan administrator.
- If you disagree with the plan's decision or lack of response to your request concerning the qualified status of a domestic relations order or medical child support order, you can file suit in a federal court.
- If you have a claim for benefits that is denied or ignored, in whole or in part, you can file suit in a state or federal court (see the Filing a Lawsuit section below).
- If it should happen that plan fiduciaries misuse the plan's money, or if you're discriminated against for asserting your ERISA rights, you can seek assistance from the U.S. Department of Labor or you can file suit in a federal court.

If you file suit, the court decides who should pay court costs and legal fees. If you're successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees — for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about the plan, you should contact the claims administrator and/or plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You also can obtain certain publications about your rights and responsibilities under ERISA by:

- Calling the Employee Benefits Security Administration publications hotline at 1-866-444-3272.
- Logging on to the Internet at <http://www.dol.gov/ebsa/publications/main.html>.

Filing a Lawsuit

You can file a lawsuit under Section 502(a) of ERISA to recover a benefit under the plan, provided all of the following have been completed:

- You initiate a claim as required by the plan.
- You receive a written denial of the claim.
- You file a timely written request for a review of the denied claim with the plan administrator or the claims administrator (or you receive written notification that the appeal has been denied).

If you don't receive a timely written denial of the claim, the plan administrator reserves the right to contend that you still cannot file a legal action until you file a timely written request for a review of the denied claim with the appropriate plan administrator or claims administrator and that review is complete. If you want to take legal action after you exhaust the claims and appeals procedures, you can serve legal process on:

Service of Process
Chevron Corporation
6001 Bollinger Canyon Road
Building T (T-3371)
San Ramon, CA 94583-2324

You also can serve process on the plan by serving the plan administrator or the plan trustee, if any, at the addresses shown in the Administrative Information section. The plan administrator is the appropriate party to sue for all Chevron benefit plans.

Glossary

Annualized Regular Pay

Chevron annualizes your regular pay to determine your coverage amount and contributions, if any, under the Basic Life Insurance Plan. Your annualized regular pay is calculated as follows, depending on how you're paid:

- If you're paid an annual salary, your annualized regular pay will be your salary amount plus certain shift differentials, if applicable, and your insurance coverage will be based on that amount.
- If you're paid weekly or hourly, your annualized regular pay will be determined by multiplying your base rate of pay by the annual number of weeks or hours in your regular work schedule (as determined by the Corporation) and adding shift differentials, if any. Your insurance coverage will be based on that amount.

Once your annualized regular pay is determined, it will stay the same until your rate of pay changes. This means that your monthly deductions for your coverage will stay the same as long as your pay stays the same, or until you change your level of coverage.

Approved Part-Time Work Schedules

Chevron offers several approved part-time work schedules, including:

- Four 5-hour days (20 hours) per week.
- Five 4-hour days (20 hours) per week.
- Three 8-hour days (24 hours) per week.
- Four 6-hour days (24 hours) per week.
- Three 9-hour days (27 hours) per week.
- Four 7.5-hour days (30 hours) per week.
- Five 6-hour days (30 hours) per week.

You must get management approval to work a part-time schedule.

Casual Employee

An employee who's hired for a job that's expected to last no more than four months and who isn't designated by Chevron as a seasonal employee.

Common-Law Employee

A worker who meets the requirements for employment status with Chevron under applicable laws.

Company

Chevron Corporation and those of its subsidiaries that it has designated to participate in the Omnibus Health Care Plan and that have accepted such designation by appropriate corporate action. Such designation may include a limitation as to the classes or groups of employees of such subsidiary that may participate in the Omnibus Health Care Plan.

Corporation

Refers to Chevron Corporation.

Eligible Domestic Partner

To qualify for benefits available to domestic partners of Chevron employees, you must register your partner with Chevron. To do so, you and your partner must obtain and sign the *Chevron Affidavit of Domestic Partnership (F-6)* form.

This form is available through the HR Service Center at 1-888-825-5247 (610-669-8595 outside the U.S.). The original of the affidavit form must be notarized and sent to the HR Service Center. By signing the affidavit, you certify that you and your partner meet one of the following qualifications:

1. You and your partner are all of the following:
 - At least age 18 and of legal age.
 - Mentally competent to enter into contracts.
 - Jointly responsible for each other's welfare and financial obligations and have lived together for at least six months prior to signing the affidavit.
 - In an intimate, committed relationship of mutual caring that has existed for at least six months prior to the signing of the affidavit and it is expected to continue indefinitely.
 - Not related by blood.
 - Not married to anyone other than each other.
2. You live in California and meet all of the requirements of the California Family Code section 297 definition of a domestic partner, including the requirement to have registered your domestic partner with the Secretary of State's office. For more information, visit the California Domestic Partnership website at www.ss.ca.gov/business/sf/sf_dp.htm.
3. You live in another state (such as Colorado, Delaware, Illinois, Nevada, New Jersey, Oregon, Rhode Island, Vermont, Washington, and others) that recognizes civil unions or state-recognized domestic partnerships and have entered into a civil union or state-recognized domestic partnership and reside in that state.
4. You and your partner have entered into a civil union in a state that recognizes civil unions, but reside in a state where that civil union is not recognized.
5. You meet other criteria set forth in the *Chevron Affidavit of Domestic Partnership*.

Note that you must enroll your domestic partner and his or her eligible children within 31 days of the date you first meet one of the qualifications listed above. Also, the *Chevron Affidavit of Domestic Partnership (F-6)* form must be completed and notarized within the 31 days. Otherwise, you must wait until the next open enrollment. For information about imputed income and before-tax vs. after-tax contributions for domestic partners, see the Participation section.

Former Texaco Employee

A person who otherwise qualifies as an eligible employee and who was employed by Texaco Inc. immediately prior to its merger with Chevron Corporation and who has not been terminated and rehired by Chevron since the merger with Texaco Inc.

Leased Employee

Someone who provides services to Chevron in a capacity other than that of a common-law employee. In addition, the employee must meet the requirements of section 414(n) of the Internal Revenue Code. This law requires Chevron to treat leased employees as if they're common-law employees in some respects, but doesn't require that they be eligible for benefits.

Payroll

The system used by Chevron to withhold employment taxes and pay those it classifies as its common-law employees. The term doesn't include any system to pay workers whom Chevron doesn't consider to be common-law employees and for whom employment taxes aren't withheld — for example, it doesn't include workers Chevron regards as independent contractors or common-law employees of independent contractors — even if they should be deemed to be its common-law employees.

Professional Intern

An individual who works either a full-time or part-time work schedule and whose work periods with Chevron alternate with school periods.

Qualified Domestic Relations Order (QDRO)

Any court order made pursuant to a state domestic relations law that relates to divorce, legal separation, custody or support proceedings. Orders must be honored by the plan if the order meets certain requirements to be a QDRO.

The QDRO recognizes the right of someone other than you to receive your plan benefits. The order could include an award to a former spouse of a portion of plan benefits that you or your beneficiary is eligible to receive. This means that your benefits would be reduced and the benefits payable to your surviving spouse or beneficiary would also be less.

If you want more information about qualified domestic relations orders, or to obtain a description of the procedures for QDRO determinations at no charge, address your written correspondence to:

Chevron HR Service Center
The QDRO Processing Group
P.O. Box 199708
Dallas, TX 75219-9708

or via overnight mail to:

Chevron HR Service Center
The QDRO Processing Group
2828 N. Haskell Ave. Bldg 5
Mail Stop 516
Dallas, TX 75204-2909

Regular Pay or Regular Earnings

In general, your regular pay is your base wage, including:

- The straight-time portion of any regularly scheduled overtime.
- Pay you receive while you're on a leave of absence.
- Any before-tax contributions that you make to Chevron benefit plans, such as those for medical and dental coverage, Voluntary Group Accident Insurance (VGAI), the Employee Savings Investment Plan (ESIP), the Dependent Day Care Spending Account (DCSA), and the Health Care Spending Account (HCSA).
- Any amount deferred from base salary under the Chevron Corporation Deferred Compensation Plan for Management Employees.

Your regular pay doesn't include the premium portion of any overtime pay, shift differentials, special payments (bonuses or incentives) or any pay you may receive for work you do outside your regular work schedule.

Regular Work Schedule

A continually recurring pattern of scheduled work that's established and changed by Chevron as necessary to meet operating needs.

Seasonal Employee

An individual who's hired to work a regular work schedule for a portion of each year on a repetitive basis in a job designated to cover a seasonal operating need.

Spouse

A person to whom you are legally married under the law of a state or other jurisdiction where the marriage took place.